

after notice, and in default thereof the Contract may be suspended and the materials may be purchased or the work completed as provided in Article 5 herein.

11.1.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Design-Builder shall promptly furnish a copy of the bonds or shall permit a copy to be made.

11.1.3 Amount of the Contract, as used to determine amounts of bonds, shall be the total amount fixed in the Contract for performance of required Work (or corrected total if errors are found.)

11.1.4 In the event of increases in the Contract Amount for non-design services by Change Orders, or otherwise, aggregating to ten percent (10%) of the Contract Amount for non-design services or more, and by all such subsequent increases in the Contract Amount for non-design services thereafter, the Contractor shall submit to the County evidence of additional bond coverage for such increases in the Contract Amount for non-design services. Contractor shall be compensated for such additional bond coverage.

11.2 Insurance

11.2.1 Design-Builder shall not commence work under this Contract until all insurance has been obtained that is required under this section and such insurance has been verified by the County, nor shall Design-Builder allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Design-Builder shall furnish the County with three (3) copies of each required certificate of insurance, as provided below. Design-Builder shall have the following insurance coverage:

11.2.1.1 Workers' Compensation Insurance & Employer's Liability Insurance

A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California (Coverage A), including Employer's Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident covering all persons including volunteers providing services on behalf of the Design-Builder and all risks to such persons under this contract.

If Design-Builder has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

11.2.1.2 Commercial/General Liability Insurance

The Design-Builder shall carry Commercial General Liability Insurance covering all operations performed by or on behalf of the Design-Builder providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars (\$5,000,000), per occurrence. The policy coverage shall include:

- (a) Premises operations and mobile equipment.
- (b) Products and completed operations with a 10 year coverage extension

- (c) Broad form property damage (including completed operations).
- (d) Explosion, collapse and underground hazards. (exclusion deleted)
- (e) Personal injury
- (f) Unmodified Contractual liability.
- (g) Contractors Pollution including transportation of hazardous waste
- (h) Subcontractor insurance
- (i) Cross liability coverage

11.2.1.3 Automobile Liability Insurance

Primary insurance coverage shall be written for all owned, hired and non-owned automobiles used in the performance of the obligations under this Contract. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

11.2.1.4 Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

11.2.1.5 Professional Liability Insurance

Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) annual aggregate.

If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of ten (10) years after contract completion.

11.2.1.6 Course of Construction/Installation (Builder's Risk)

Design-Builder shall have property insurance providing all risk, including theft coverage for all property and materials to be used on the project. The insurance policy shall not have any coinsurance penalty.

11.2.2 Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

11.2.3 Waiver of Subrogation Rights

The Design-Builder shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Design-Builder and Design-Builder's employees or agents from waiving the right of subrogation prior to a loss or claim. The Design-Builder hereby waives all rights of subrogation against the County.

11.2.4 Policies Primary and Non-Contributory

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

11.2.5 Severability of Interests

The Design-Builder agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Design-Builder and the County or between the County and any other insured or additional insured under the policy.

11.2.6 Proof of Coverage

The Design-Builder shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Design-Builder shall maintain such insurance from the time Design-Builder commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Design-Builder shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

11.2.7 Acceptability of Insurance Carrier

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A- VIII".

11.2.8 Deductibles and Self-Insured Retention

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

11.2.9 Failure to Procure Coverage

In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Design-Builder or County payments to the Design-Builder will be reduced to pay for County purchased insurance.

11.2.10 Insurance Review

Insurance requirements are subject to periodic review by the County. The County Risk Manager or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Design-Builder agrees to execute any such amendment within thirty (30) days of receipt.

12. UNCOVERING AND CORRECTION OF WORK

12.1 Uncovering of Work

12.1.1 Specific Request. If a portion of the Work is covered contrary to the County's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the County, be uncovered for the County examination and be replaced at the Design-Builder's expense within the Contract Sum and without change in the Contract Time.

12.1.2 No Specific Request. If a portion of the Work has been covered, which the County or County has not specifically requested to examine prior to its being covered, the County or County may request to see such Work and it shall be uncovered by the Design-Builder. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the County's expense. If such Work is not in accordance with the Contract Documents, correction shall be at the Design-Builder's expense within the Contract Sum unless the condition was caused by the County or a Separate Design-Builder in which event the County shall be responsible for payment of such costs.

12.2 Correction of Work

12.2.1 Before or After Final Completion. The Design-Builder shall promptly correct Work rejected by the County or County, as failing to conform to the requirements of the Contract Documents, whether discovered before or after Final Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing, inspections, and compensation for the County's services and expenses made necessary thereby, shall be at the Design-Builder's expense within the Contract Sum.

12.2.2 After Substantial Completion.

In addition to the Design-Builder's warranty obligations under Paragraph 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Subparagraph 9.8.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Design-Builder shall correct it promptly after receipt of written notice from the County to do so, unless the County has previously given the Design-Builder a written acceptance of such condition. Such corrective work shall be performed without charge or cost to County after Final Completion of the Work. The County shall give such notice promptly after discovery of the condition. If the Design-Builder fails to correct nonconforming Work within a reasonable

time after receipt of notice from the County or County, the County may correct the nonconforming work in accordance with Paragraph 2.5.

The one-year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Paragraph 12.2.

12.2.3 Removal. The Design-Builder shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Design-Builder nor accepted by the County.

12.2.4 Destruction or Damage. The Design-Builder shall bear the cost within the Contract Sum of correcting destroyed or damaged construction, whether completed or partially completed, of the County or Separate Design-Builders caused by the Design-Builder's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

12.2.5 No Limitation. Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Design-Builder might have under the Contract Documents. Establishment of the one-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design-Builder's liability with respect to the Design-Builder's obligations other than specifically to correct the Work.

12.3 Acceptance of Nonconforming Work

If the County prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the County may do so instead of requiring its removal and correction. In such case, the Contract Sum will be reduced by an amount equal to the cost of replacing the Work to make it as originally specified or intended. Such adjustment shall be effected whether or not Final Payment has been made.

13. TERMINATION OR SUSPENSION OF THE CONTRACT

13.1 Termination by the Design-Builder

13.1.1 Work Stoppage Not Caused by County. If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Design-Builder or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons: issuance of an order of a court or other public authority having jurisdiction which requires all Work to be stopped; an act of government, such as a declaration of national emergency which requires all Work to be stopped; and Design-Builder has given County written notice within ten (10) days of the occurrence of such ground for termination, then the Design-Builder may, upon thirty (30) additional calendar days written notice to County and, unless the reason has theretofore been cured, terminate its performance and recover from the County payment for Work executed to date and reasonable demobilization costs.

13.1.2 Work Stoppage Caused by County. If the Work is stopped for a period of 120 consecutive days through no act or fault of the Design-Builder or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Design-Builder because the County has persistently failed to fulfill the County's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Design-Builder may give County ten (10) calendar days written notice to cure. If the County fails

to cure, the Design-Builder may, upon ten (10) additional calendar days' written notice to the County and the County, terminate the Contract and recover from the County as provided in Subparagraph 13.1.1 above.

13.2 Termination by the County for Cause

13.2.1 Grounds. The County may terminate the Design-Builder's performance of the Contract if:

- (1) Design-Builder fails promptly to begin the Work under the Contract Documents; or
- (2) Design-Builder refuses or fails to supply enough properly skilled workers or proper materials; or
- (3) Design-Builder fails to perform the Work in accordance with the Contract Documents, including conforming to applicable standards set forth therein in constructing the Project, or refuses to remove and replace rejected materials or unacceptable Work; or
- (4) Design-Builder discontinues the prosecution of the Work (exclusive of work stoppage: (i) due to termination by County; or (ii) due to and during the continuance of a Force Majeure event or suspension by County); or
- (5) Design-Builder fails to resume performance of Work which has been suspended or stopped, within a reasonable time after receipt of notice from County to do so or (if applicable) after cessation of the event preventing performance; or
- (6) Any representation or warranty made by Design-Builder in the Contract Documents or any certificate, schedule, instrument, or other document delivered by Design-Builder pursuant to the Contract Documents shall have been false or materially misleading when made; or
- (7) Design-Builder fails to make payment to Subcontractors for materials or labor in accordance with the respective Contract Documents and applicable law; or
- (8) Design-Builder disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
- (9) Design-Builder otherwise is guilty of breach of a provision of the Contract Documents;
or
- (10) Design-Builder becomes insolvent, is adjudicated bankrupt, or makes a general assignment for the benefit of creditors and fails to provide County with adequate assurances of Design-Builder's ability to satisfy its contractual obligations.

A receiver, trustee, or other judicial officer shall not have any right, title, or interest in or to the Contract. Upon that person's appointment, County has, at its option and sole discretion, the right to immediately cancel the Contract and declare it null and void.

13.2.2 County's Rights. When any of the reasons specified in Subparagraph 13.2.1 exist, the County may, in addition to and without prejudice to any other rights or remedies of the County, and after giving the Design-Builder five (5) calendar days written notice, terminate employment of the Design-Builder and may:

- (1) Take possession of the Site and of all materials, equipment, tools and construction equipment, and machinery thereon owned by the Design-Builder;

- (2) Suspend any further payments to Design-Builder;
- (3) Accept assignment of subcontracts pursuant to Paragraph 5.3; and
- (4) Finish the Work by whatever reasonable method the County may deem expedient.

Upon request of the Design-Builder, the County shall furnish to the Design-Builder a detailed accounting of the costs incurred by the County in finishing the Work.

13.2.3 Costs. If County's costs to complete and damages incurred due to Design-Builder's default exceed the unpaid Contract balance, the Design-Builder shall pay the difference to the County.

13.2.4 Erroneous Termination. If it has been adjudicated or otherwise determined that County has erroneously or negligently terminated the Design-Builder for cause, then said termination shall automatically convert to a termination by the County for convenience as set forth in Paragraph 13.4.

13.3 Suspension by the County

13.3.1 Suspension For Convenience.

The County may, without cause, order the Design-Builder in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the County may determine.

Design-Builder shall promptly recommence the Work upon written notice from County directing Design-Builder to resume the Work. The Contract Sum and Contract Time shall be adjusted for any increases in the cost and time caused by suspension, delay, or interruption provided Design-Builder complies with the Change Order and Claims proceedings set forth the Articles 4 and 7 of these General Conditions. No adjustment shall be made to the extent:

- (1) That performance is, was, or would have been so suspended, delayed, or interrupted by another cause for which the Design-Builder is responsible; or
- (2) That an equitable adjustment is made or denied under another provision of the Contract.

13.3.2 Suspensions For Cause. County has the authority by written order to suspend the Work without liability to County wholly or in part for Design-Builder's failure to:

- (1) Correct conditions unsafe for the Project personnel or general public; or
- (2) Carry out the Contract; or
- (3) Carry out orders of County.

13.3.3 Responsibilities of Design-Builder During Suspension Periods. During periods that Work is suspended, Design-Builder shall continue to be responsible for the Work and shall prevent damage or injury to the Project, provide for drainage, and shall erect necessary temporary structures, signs or other facilities required to maintain the Project and continue to perform according the Article 10 of these General Conditions.

13.4 Termination by the County for Convenience

13.4.1 Grounds. Without limiting any rights which County may have by reason of any default by Design-Builder hereunder, County may terminate Design-Builder's performance of the Contract in whole or in part,

at any time, for convenience or any other reason upon written notice to Design-Builder. Such termination shall be effective as of the date stated in the written notice, which shall be no less than fifteen (15) calendar days from the date of the notice.

13.4.2 Design-Builder Actions. Immediately upon receipt of such notice, Design-Builder shall: (i) cease performance of the Work of this Agreement to the extent specified in the notice; (ii) take actions necessary or that the County may direct, for the protection and preservation of the Work; (iii) settle outstanding liabilities, as directed by County; (iv) transfer title and deliver to County Work in progress, specialized equipment necessary to perform the Work, and Record Documents; and, (v) except for Work directed by County to be performed, incur no further costs or expenses. At the option of the County, all or any of the subcontracts entered into by Design-Builder prior to the date of termination shall be terminated or shall be assigned to County.

13.4.3 Compensation. If the Parties are unable to agree on the amount of a termination settlement, the County shall pay the Design-Builder the following amounts:

(1) For Work performed before the effective date of termination, the total (without duplication of any items) of:

- (a) The Cost of the Work; and
- (b) A sum, as profit on (1)(a), above, determined by the County to be fair and reasonable;

(2) The reasonable costs of settlement of the Work terminated, including:

- (a) Accounting, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data; and
- (b) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

In no event shall Design-Builder be entitled to recover overhead or profit on Work not performed.

14. EMPLOYMENT OF LABOR/WAGE RATES

14.1 Determination of Prevailing Rates

Pursuant to California Labor Code, Part VII, Chapter 1, Article 2, Sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Work is to be performed. Copies of said rates are on file with the Economic Development Agency, County of Riverside, will be made available for inspection during regular business hours and are also available online at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. The wage rate for any classification not listed, but which may be required to execute the Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Section 1773.2 of the California Labor Code, the Design-Builder shall post, at appropriate and conspicuous locations on the jobsite, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code Sections 1773, et seq.

14.2 Subcontractors

14.2.1 Ineligible Subcontractors. Pursuant to the provisions of Section 1777.1 of the California Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the DIR website at http://www.dir.ca.gov/dir/Labor_law/DSLE/Debar.html.

14.2.2 Employment of Apprentices. The Design-Builder and all Subcontractors performing Work for the Project shall comply with all requirements pertaining to the employment of apprentices pursuant to the provisions of the California Labor Code including, but not limited to, California Labor Code Section 1777.5. The Design-Builder shall also comply with all the requirements of Public Contract Code 20133(d)(4)(B)(v) regarding skilled labor force availability.

14.3 Payment of Prevailing Rates

There shall be paid each worker of the Design-Builder, or any Subcontractor, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Design-Builder or any Subcontractor, of any tier, and such worker.

14.4 Prevailing Rate Penalty

The Design-Builder shall, as a penalty, forfeit fifty dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the Department of Industrial Relations for such work or craft in which such worker is employed by the Design-Builder or by any Subcontractor in connection with the Work. Pursuant to California Labor Code Section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Design-Builder.

14.5 Payroll Records

Pursuant to California Labor Code Section 1776, the Design-Builder and each Subcontractor, of any tier, shall keep accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Design-Builder or Subcontractor has complied with the requirements of the California Labor Code Sections 1771, 1811, and 1815 for any Work performed by his or her employees on the Project. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Design-Builder on the following basis:

(1) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;

(2) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations;

(3) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If

the requested payroll records have not been previously provided to the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Design-Builder, Subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Design-Builder;

(4) the Design-Builder shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request;

(5) any public agency by the County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Design-Builder or any Subcontractor of any tier, performing a part of the Work shall not be marked or obliterated. The Design-Builder shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.

In the event Design-Builder does not comply with the requirements of this subsection, the Design-Builder shall have ten (10) days in which to comply, subsequent to a receipt of written notice specifying in what respects the Design-Builder must comply herewith. Should non-compliance still be evident after a ten (10) day period, the Design-Builder shall, as a penalty to the County, forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the Contract Sum the due or to become due to the Design-Builder.

14.6 Limits on Hours of Work

Pursuant to California Labor Code Section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code Section 1811, the time of service of any worker employed at any time by the Design-Builder or by a Subcontractor, or any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter provided. Notwithstanding the foregoing provisions, Work performed by employees of Design-Builder or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and on-half (1½) times the basic rate of pay.

14.7 Penalty for Excess Hours

The Design-Builder shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Work by the Design-Builder or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Design-Builder is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

14.8 Design-Builder Responsibility

Any work performed by workers necessary to be performed after regular work hours or on Sundays or other holidays shall be performed without adjustment of the Contract Sum and/or without additional expense to the County.

14.9 Employment of Apprentices

Any apprentices employed to perform any of the Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the Work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code Section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code Sections 3070 et seq. are eligible to be employed of the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training. The Design-Builder shall also comply with all the requirements of Public Contract Code 20133(d)(4)(B)(v) regarding skilled labor force availability.

14.10 Apprenticeship Certificate

When the Design-Builder or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, as hereinafter defined, the Design-Builder and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Design-Builder or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees, subsequent to approving the Design-Builder or Subcontractor, shall arrange for the dispatch of apprentices to the Design-Builder or such Subcontractor in order to comply with California Labor Code Section 1777.5. The Design-Builder and Subcontractor shall submit contract award information to the applicable Joint Apprenticeship Committee, which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Design-Builders or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

14.11 Ratio of Apprentices to Journeymen

The ratio of Work performed by the apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journey, except as otherwise provided in California Labor Code Section 1777.5. The minimum ratio of the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Design-Builder shall employ apprentices for the number of hours computed as above before the completion of the Work. The Design-Builder shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Design-Builder or any Subcontractor covered by this Article and California Labor Code Section 1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft, or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Design-Builder that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less

than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Design-Builder from the 1-to-5 ratio as set forth in this Article and California Labor Code Section 1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars (\$30,000.00) or twenty (20) working days. The term "Apprenticeable Craft or Trade" as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

14.12 Exemption from Ratios

The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Design-Builder from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met:

- (1) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
- (2) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
- (3) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or
- (4) if assignment of an apprentice to any work performed under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.

When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

14.13 Contributions to Trust Funds

The Design-Builder or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions of such fund(s) as set forth in California Labor Code Section 227. Such contributions shall not result in an increase in the Contract Sum.

14.14 Design-Builder's Compliance

The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Design-Builder. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code Section 3081. In the event the Design-Builder willfully fails to comply with

the provisions of this Article and California Labor Code Section 1777.5, pursuant to California Labor Code Section 1777.7, the Design-Builder shall:

- (1) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and
- (2) forfeit, as a civil penalty, the sum of Fifty Dollars (\$200.00) for each calendar day of Non-compliance.

Notwithstanding the provisions of California Labor Code Section 1727, upon receipt of such determination, the County shall withhold such amount from the Contract Sum then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the County pursuant to this Article shall be deposited in the General Fund or other similar fund of the County. The interpretation and enforcement of California Labor Code Sections 1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

15. MISCELLANEOUS PROVISIONS

15.1 Governing Law

The Contract shall be governed by the laws of the State of California without regard to choice of law principles thereof. The exclusive venue of any legal action brought by the County, the Design-Builder, or any Consultant or Subcontractor, with regard to this Agreement or Project, shall be in the County of Riverside, State of California. Design-Builder agrees to incorporate this provision into all consultant subcontract agreements.

15.2 Successors and Assigns

The County and Design-Builder respectively bind themselves, their partners, successors, assigns, and legal Project Managers to the other Party hereto and to partners, successors, assigns, and legal Project Managers of such other Party in respect to covenants, agreements, and obligations contained in the Contract Documents. The Design-Builder shall not sublet or assign the Work of this Contract or any portion thereof or any monies due thereunder, without the express prior written consent and approval of County. County may freely assign its rights hereunder, without limitation, to a separate entity and Design-Builder agrees, upon such entity's request, to continue and complete performance of the Work upon payment of any undisputed outstanding amounts due Design-Builder for services performed up to and including the effective date of the assignment, provided adequate proof of funding to completion is offered by assignee. Any entity which shall succeed to the rights of County shall be entitled to enforce the rights of County hereunder. If requested by such entity, Design-Builder will execute a separate letter or other agreement with such entity further evidencing Design-Builder's commitment to continue performance of the Contract.

15.3 Written Notice

Written notice shall be deemed to have been duly served if delivered in person, or by US Mail, courier service, or package delivery service (such as UPS and FedEx) to the individuals identified for receipt of notice in the Agreement.

15.4 Rights and Remedies

15.4.1 Cumulative Rights. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

15.4.2 No Waiver. No action or failure to act by the County, the County, or the Design-Builder shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in the Contract Documents or as may be otherwise agreed in writing.

15.5 Tests and Inspections

15.5.1 Required Tests, Inspections, and Costs. If the Contract Documents, County instructions, laws, ordinances, or any public authority require any Work to be specially tested or approved, Design-Builder shall give notice, in accordance with such authority, of its readiness for observation or inspection, at least two (2) working days prior to being tested or covered up. If inspection is by authority other than County, Design-Builder shall inform County of date fixed for such inspection. All required certificates of inspection shall be secured by Design-Builder. If any Work required to be tested should be covered up without approval or consent of County, Design-Builder must, if required by County, uncover the Work for examination and satisfactorily reconstruct at Design-Builder's expense within the Contract Sum in compliance with Contract. Cost of testing and any materials found not to be in compliance with the Contract shall be paid by Design-Builder within the Contract Sum. Other costs for tests and inspection of materials shall be paid by County. Where such inspection and testing are to be conducted by an independent laboratory or agency, such materials or samples of materials to be tested shall be selected by such laboratory or agency or County's Project Manager, and not by Design-Builder. Design-Builder shall notify County a sufficient time in advance of manufacture of materials to be supplied by it under Contract, which must, by terms of contract, be tested, in order that County may arrange for testing of same at source of supply. Prior to having satisfactorily passed such testing and inspection, or prior to receipt of notice from said Project Manager that such testing and inspection will not be required, the materials shall not be incorporated into the Work without prior approval of County and subsequent testing and inspection. Re-examination of questioned work may be ordered by County and, if so ordered, Work must be uncovered by Design-Builder. If such uncovered Work be found in accordance with Contract Documents, County shall pay costs of re-examination and replacement. If such uncovered Work be found not in accordance with Contract Documents, Design-Builder shall pay such costs within the Contract Sum.

15.5.2 Additional Tests and Inspections. If the County or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Subparagraph 15.5.1, the County will instruct the Design-Builder to make arrangements for such additional testing, inspection or approval by an entity acceptable to the County, and the Design-Builder shall give timely notice to the County of when and where tests and inspections are to be made so that the County may be present for such procedures. Such costs shall be at the County's expense, if applicable. If such procedures for testing, inspection, or approval under Subparagraphs 15.5.1 and 15.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for County's testing and inspection services and expenses, shall be at the Design-Builder's expense, within the Contract Sum. Cost of retesting, reinspection, and reapprovals as described herein, including compensation for the County's testing and inspection services and expenses, shall be paid for by the County and deducted from the Contract Sum by a Change Order or Construction Work Directive.

15.5.3 Documentation. Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Design-Builder and promptly delivered to the County.

Delivery of such documentation is a condition precedent to County's obligation to make payment to Design-Builder.

15.5.4 Observation of Tests. If the County is to observe tests, inspections, or approvals required by the Contract Documents, County will do so promptly and, where practicable, at the normal place of testing.

15.5.5 Time. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

15.6 Record Retention and Audits

All books, account, reports, files, correspondence, data, and other records relating to this Contract shall be maintained by the Design-Builder and shall be subject at all reasonable times to review, inspection, and audit by the County or its designated Project Managers for a period of five (5) years after Final Completion of the Work. Such records shall be produced by the Design-Builder within a reasonable time at a place designated by the County, upon written notice to the Design-Builder.

15.7 Independent Design-Builder

Design-Builder is employed hereunder to render a service within the scope of its training and experience, and Design-Builder shall be an independent Design-Builder and not an employee of the County. As such, County shall not be called upon to assume any liability for the direct payment of any salary to any employee or Subcontractor of Design-Builder, nor to pay any benefit to any employee or Subcontractor or vendor under the Workers' Compensation laws. None of Design-Builder's officers, agents, employees, and Subcontractors, nor any of their agents, officers, and employees, shall be deemed officers, agents, employees, and Subcontractors of the County, and the County shall not be liable or responsible to them for anything whatsoever other than liability to Design-Builder set forth in this Contract.

15.8 Keys and Access

If the County furnishes keys and/or access cards to the Design-Builder to provide access to County's property, the Design-Builder shall assure that such access instruments are not duplicated and shall return all such instruments in good condition upon request of the County or prior to receipt of final payment, whichever is earlier. If the Design-Builder fails to return all access instruments furnished to it, the Design-Builder shall be responsible, within the Contract Sum, for all Work, materials, and costs associated with reestablishing secured access.

15.9 Survival of Terms

Any indemnity, warranty or guarantee given by the Design-Builder to County under the Contract Documents shall survive the expiration or termination of the Contract Documents and shall be binding upon Design-Builder until any action thereunder is barred according to terms in the Contract Documents or by the applicable statute of limitations or statute of repose.

15.10 Cooperation With Labor

15.10.1 General. The Parties agree and declare that Design-Builder and County are separate and independent entities and that Design-Builder has full responsibility for performance of the Work and direction of the work force, subject to and under the duty of Design-Builder to cooperate with County and its Separate Contractors. Design-Builder recognizes that in the performance of its Work it may be required to work with and near Separate Contractors and Project Managers of County on the jobsite. The Design-Builder shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other

individuals associated with the Project. The Design-Builder shall also use best efforts to minimize the likelihood of any strike, work stoppage, slowdowns, disputes, or other labor disturbance. If the Work is to be performed by trade unions, the Design-Builder shall make all necessary arrangements to reconcile, without delay, damage, or cost to the County and without recourse to the County or the County, any conflict between the Contract Documents and any agreements or regulations of any kind at any time in force among members or councils that regulate or distinguish the activities that shall not be included in the Work of any particular trade. Except as specifically provided in Paragraph 8.4 herein, Design-Builder shall be liable to County for all damages suffered by County as a result of work stoppage, slowdowns, or strikes related to labor disputes.

15.10.2 Picketing.

Design-Builder agrees that should there be picketing or a threat of picketing by any labor organization at or near the Site, Design-Builder, in cooperation with County, shall establish a reserve gate system and require employees of Design-Builder, Subcontractors, and suppliers to use one or more designated gates. In that event, it shall be the affirmative obligation of Design-Builder, as a material consideration of this Agreement to ensure that employees of Design-Builder, Subcontractors, and suppliers use only the gates or other entryways designated by County from time to time on the Project.

Notwithstanding the establishment or non-establishment of a reserve gate, in the event employees of Design-Builder, Subcontractors or suppliers refuse to work because of any labor disputes or grievances (including any "secondary" or "sympathy" strike or boycott directed against the Project) not caused by County or its Separate Contractors and not the result of an industry-wide strike and that actually prevent performance of the Work, Design-Builder shall not be relieved of its obligation to supply enough properly skilled workers to perform the Work without interruption or further delay.

15.10.3 Labor Disputes. Design-Builder and County agree to cooperate fully with each other and their Project Manager and attorneys with respect to any labor dispute that should arise on the Site, including, but not limited to the giving of testimony and evidence to the agent or judge of the National Labor Relations Board or testimony in connection with proceedings in state or federal court. Design-Builder hereby warrants that it is not now nor will Design-Builder be delinquent in the payment or reporting to any labor management benefit trust.

15.11 No Personal Liability

Notwithstanding any contrary provision in this Agreement or the Contract Documents, no member, principal, officer, employee, agent, Project Manager, or subsidiary of County (each a "direct affiliate of County"), or member, general partner, limited partner, principal, officer, employee, agent, or Project Manager of any direct affiliate of County (together with direct affiliates of County, the "affiliates of County") shall have any personal liability or the performance of any contractual obligations, or in respect of any liability of County under this Agreement and no monetary or other judgment shall be sought or enforced against any such individuals or their assets, all such personal contractual liability being expressly waived by Design-Builder. Further, the covenants and obligations contained in this agreement on the part of County shall be covenants and obligations of the County only, and not of any affiliate of County. No affiliate of County shall be individually liable for breach of any covenant or obligation of County, and no recourse shall be had against the assets of any affiliate of County (except to the extent of County's assets but excluding therefrom any negative capital account of any such affiliate of County) for payment of any sums due or enforcement of any other relief, based upon any claim made by Design-Builder for breach of any of County's covenants or obligations. Notwithstanding the foregoing, Design-Builder does not waive any rights under applicable law of the state of the Project concerning the commission of fraud or conversion.

15.12 Compliance With Restrictions

Design-Builder shall comply with all conditions, restrictions and reservations of record, statutes, regulations, and ordinances, including, without limitation, all pollution control, environmental protection, zoning, planning, land use requirements, all restrictions and requirements affecting the Project and adjoining properties, and disabled access imposed by the County, the County and all other governmental entities including, without limitation, the requirements of any general plan and environmental requirements in connection with use, occupancy and building permits, and requirements of public utilities which affect construction of the Work in effect at the time of execution of this Agreement.

END OF GENERAL CONDITIONS

EXHIBIT C

Payment and Performance Bonds

PERFORMANCE BOND

The makers of this bond, McCarthy Building Companies, Inc.


as Principal, and Federal Insurance Company and Travelers Casualty and Surety Company of America, as Sureties, are held and firmly bound unto the County of Riverside, hereinafter called the Owner, in the sum of Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that whereas the Principal entered into a certain contract, hereto attached, with the Owner, dated March 6, 2014, for the design and construction of the County Parking Structure in Indio, California in accordance with contract documents and scope of work.

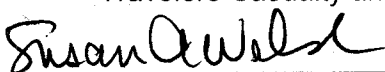
Now, therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation to be void, otherwise to remain in full force and virtue. Without notice, Surety consents to extension of time for performance, change in requirements, change in compensation or prepayment under said contract.

Signed and Sealed this 24th Day of March, 2014

PRINCIPAL: McCarthy Building Companies, Inc.

By: 

SURETY: Federal Insurance Company
Travelers Casualty and Surety Company of America

By 

Susan A. Welsh, Attorney-in-Fact
Title Its Attorney in Fact (If corporation, affix seal)

Note: This bond must be executed by both parties with corporate seal affixed. All signatures must be acknowledged. (Attached acknowledgments).

PAYMENT BOND

(Public Work -Civil Code Section 3247 et seq.)

The makers of this bond are McCarthy Building Companies, Inc., as Principal and Original Contractor and Federal Insurance Company and Travelers Casualty and Surety Company of America, an Indiana and Connecticut corporation, authorized to issue Surety Bonds in California, as Sureties, and this bond is issued in conjunction with that certain public works contract dated March 6, 2014 between Principal and the County of Riverside, a public entity, as Owner, for Ten Million One Hundred Thousand and 00/100 Dollars (\$10,100,000.00), the total amount payable. THE AMOUNT OF THIS BOND IS 100% OF SAID SUM. Said contract is for the County Parking Structure Project in Indio, California.

The beneficiaries of this Bond are as is stated in 3248 of the Civil Code and the requirements and conditions of this Bond are as is set forth in Sections 3248, 3249, 3250, and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements, amount of compensation, or prepayment under said contract.

Signed and Sealed this 24th Day of March, 2014.

McCarthy Building Companies, Inc.

By:  _____

Federal Insurance Company
Travelers Casualty and Surety Company of America

By:  _____
Susan A. Welsh, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of Orange

On March 25, 2014 before me, Stacia Alvarez, Notary Public

personally appeared Alan Carroll

who proved to me on the basis of satisfactory evidence to be the person whose name subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature: Stacia Alvarez

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Performance Bond & Payment Bond

Document Date: March 24, 2014 Number of Pages: TWO

Signer Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

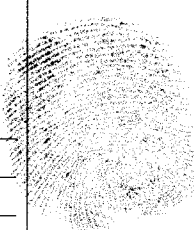
Signer's Name: Alan Carroll

Corporate Officer - Title(s): Exec Vice Pres Ops

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing:

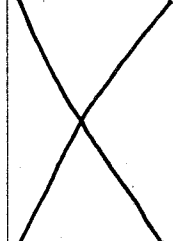
Signer's Name:

Corporate Officer - Title(s):

- Individual
Partner - Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:

RIGHT THUMBPRINT OF SIGNER

Top of thumb here



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois

County of Cook

On March 24, 2014 before me, Christina L. Sandoval, Notary Public,
personally appeared Susan A. Welsh who proved to me on the basis of
satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the person(s) acted,
executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California
that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Christina L Sandoval





Chubb
Surety

POWER
OF
ATTORNEY

Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company

Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Marcia K. Cesafsky, Karen L. Daniel, Debra J. Doyle, Robert E. Duncan, Melissa L. Fortier, Jennifer L. Jakaitis, James B. McTaggart, Linda M. Napoliello, Sandra M. Nowak, Diane M. O'Leary, Christopher P. Troha, Susan A. Welsh and Sandra M. Winsted of Chicago, Illinois

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of October, 2012.

Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr.
David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this 1st day of October, 2012 before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority, and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No 2316685
Commission Expires July 16, 2014

Katherine J. Adelaar
Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 24th day of March, 2014



Kenneth C. Wendel
Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225712

Certificate No. 005654779

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Karen L. Daniel, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of September, 2013.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of March, 2014

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT D
Proposal Packet

EXHIBIT D-1 PROPOSAL FORM

SECTION I – PROPOSAL FORMS

DESIGN AND CONSTRUCTION PROPOSAL

TO THE BOARD OF SUPERVISORS Date OF RIVERSIDE COUNTY Proposer

The undersigned, having carefully examined the proposed site and the Request for Proposals, the Instructions to Proposers, Proposal/Project Timeline, the Qualification Documents, the Proposal Forms, the Bond Forms, the General Conditions, and the Technical Conditions, for the Design and Construction of the County Structure Parking, Indio, California, hereby proposes and agrees to furnish all design, tools, equipment, services, apparatus, facilities, transportation, labor and materials necessary to complete the construction in strict conformity with the Project Manual, including all work specified in Addenda numbered and dated:

Addendum No. 1 Date January 3, 2014

Addendum No. 4 Date January 23, 2014

Addendum No. 2 Date January 14, 2014

Addendum No. 3 Date January 17, 2014

Proposals must be submitted on all Items. Failure to Propose on all Items may result in the Proposal being deemed non-responsive.

For the total sum including all applicable taxes, permits and licenses as follows:

1. Total Construction: \$ 9,623,934.00 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) Nine Million, Six Hundred Twenty Three Thousand, Nine Hundred Thirty Four dollars

2. Total Design: \$ 459,066.00 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) Four Hundred Fifty Nine Thousand, Sixty Six dollars

3. Total County Design Completion Allowance: \$ 0.00 ()

3. Total Design & Construction Base Bid inclusive of Total Construction, Design and County Design Allowance \$ 10,083,000.00 (Lump Sum Proposal Price in Figures)
(Lump Sum Proposal Price in Words) Ten Million, Eighty Three Thousand dollars.

Contract Duration: 281 calendar days

Provide Breakdown of Total Lump Sum Proposal Price on the following page:

PROPOSAL PRICE DETAIL

PROPOSER: McCarthy Building Companies, Inc.

DATE: January 29, 2014

PROJECT TITLE: County Parking Structure, Indio, CA.

The undersigned proposer hereby offers, in the amount stated below, to furnish all labor, materials, tools, equipment, apparatus, facilities, transportation, and permits for the design and construction of the County Parking Structure, Indio, California in accordance with all the requirements of the Request for Proposal.

| | |
|----------------------------------|---------------|
| 1. Design | \$ 459,066 |
| 2. Preconstruction/ (non-design) | \$ 35,000 |
| 3. Offsite Site Development | \$ 0 |
| 4. On-Site Site Development | \$ 1,762,897 |
| 5. Parking Structure | \$ 7,826,037 |
| 6. Project Total | \$ 10,083,000 |

Signature 

Print Name ALAN CAHILL

Date January 29, 2014

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

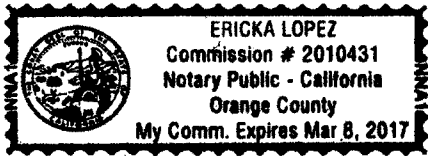


State of California

County of Orange

On January 29, 2014 before me, Ericka Lopez - Notary Public
personally appeared Alan J. Carroll

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
And could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Proposal Form - Section 1

Document Date: 1/29/14 Number of Pages: 1

Signer(s) Other Than Named Above: none



SECTION II – PROPOSAL FORMS

AWARD OF CONTRACT

The undersigned fully understands that a Contract is formed upon the acceptance of this proposal by the Owner, and the undersigned further agrees that upon request he will promptly execute and deliver to Owner a written memorial of the contract together with the required labor, material and performance bonds, and insurance policies.

BID GUARANTEE

The enclosed certified or cashier's check or proposer's bond on approved form, made payable to the Owner in the amount of ten percent (10%) of the total proposal including all additive alternates submitted herewith, is hereby given as a guarantee that the Proposer will execute and deliver the above mentioned written memorial and required bonds if awarded the contract, and in the event that the undersigned fails or refuses to execute and deliver said documents, such check or bond is to be charged with the costs of the damages experienced by the Owner as a result of such failure or refusal, including but not limited to publication costs, the difference in money between the amount of the bid of the said Principal and the amount for which obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the Surety's liability exceed the penal sum hereof.

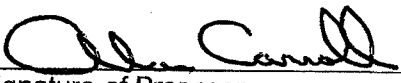
In accordance with The Owner's REQUEST FOR PROPOSALS, the undersigned PROPOSER hereby proposes to furnish all materials, equipment, tools, labor and incidentals required for the above stated project as set forth in the Proposal Documents and any addenda thereto, and to perform all work in the manner and time prescribed therein.

PROPOSER declares that this proposal is based upon careful examination of the site, Request for Proposals, Exhibits and Addendum(s), Instructions to Proposers, and all other contract documents. If this proposal is accepted for award, PROPOSER agrees to enter into a contract with Owner at the lump sum prices set forth. PROPOSER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to Owner of the PROPOSAL BOND accompanying this proposal.

PROPOSER understands that a proposal is required for the entire work. It is agreed that the lump sum prices bid include all appurtenant expenses, bonds, taxes, royalties, transportation and fees.

If awarded the Contract, the undersigned further agrees that in the event of the PROPOSER'S default in executing the required contract and filing the necessary bonds and insurance certificates within four (4) calendar days after the date of the Owner's notice of award of contract to the PROPOSER, the proceeds of the security accompanying this bid shall become the property of the Owner and this proposal and the acceptance hereof may, at the Owner's option, be considered null and void.

The Economic Development Agency reserves the right, after opening the proposals, to reject all proposals or to make an award to the lowest responsive, responsible Proposer.


Signature of Proposer _____ Date January 29, 2014

Name of Proposer: McCarthy Building Companies, Inc.

Type of Organization: Corporation

Signed By: Alan J. Carroll

Title of Signer: Executive Vice President

Address of Proposer: 20401 S.W. Birch Street, Suite #240
Newport Beach, CA 92660

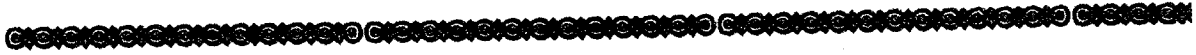
Telephone Number (949) 851-8383 FAX Number (949) 756-6833

Contractor's License Number 411173 Classification A, B, C-8, C20, C36

Expiration Date (Proposer certifies under penalty of perjury that the license information herein is true.) August 31, 2015

If Proposer is a corporation, and signer is not President or Secretary, attach certified copy of Bylaws or resolution authorizing execution. If Proposer is a corporation, affix corporate seal. If signer is an agent, attach Power of Attorney. If Proposer is not an individual, list names of other persons authorized to bind the organization.

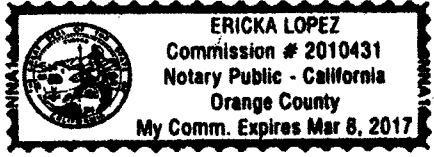
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT



State of California
County of Orange

On January 29, 2014 before me, Ericka Lopez - Notary Public
personally appeared - Alan J. Carroll -

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature

OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document
And could prevent fraudulent removal and reattachment of this form to another document.*

Description of Attached Document

Title or Type of Document: Form Proposal form

Document Date: 1/29/14 Number of Pages: 1

Signer(s) Other Than Named Above: none



**APPOINTMENT AND
POWER OF ATTORNEY
MCCARTHY BUILDING COMPANIES, INC.**

The undersigned officer of McCarthy Building Companies, Inc., a Missouri Corporation (the Corporation), certifies that he is authorized, empowered and directed and is acting for and on behalf of the Board of Directors of McCarthy Building Companies, Inc., by Unanimous Consent of the Board of Directors, dated January 1, 2010, in authorizing, empowering and directing Al Carroll, Executive Vice President – Southern California Division, of McCarthy Building Companies, Inc., to do any of the following on behalf of the Southern California Division:

1. Sign, on behalf of, and in the name of the Corporation bids, proposals, qualifications, and to execute and deliver contracts, amendments and supplements thereto; subcontracts, amendments and supplements thereto, mechanics lien waivers and releases and any and all surety bonds of whatever nature.
2. Negotiate and conclude any contract, agreement, lease, and make and execute any document or take any other action, which he may deem necessary, proper or convenient for acquiring and maintaining machinery, equipment, vehicles, facilities and furniture and fixtures necessary to the performance of the Corporation's business.

This Power of Attorney shall remain in full force and effect until rescinded in writing by an authorized officer of the Corporation and any action taken by Al Carroll on behalf of the Corporation shall be binding on the Corporation and have the same force and effect as though having been under- taken by the undersigned authorized officer of the Corporation.

IN WITNESS, WHEREOF, the undersigned has executed this Appointment and Power of Attorney as of the 4th day of January, 2010.



J. Douglas Audiffred
Executive Vice President &
Chief Financial Officer

(CORPORATE SEAL)

Witness


Daniel Dillon

Treasurer & Assistant Secretary

**CERTIFIED COPY OF
UNANIMOUS CONSENT OF THE BOARD OF DIRECTORS
OF MCCARTHY BUILDING COMPANIES, INC.
IN LIEU OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS**

THE UNDERSIGNED, certifies that he is a duly elected Assistant Secretary of McCarthy Building Companies, Inc., a Missouri Corporation (the Corporation), and that the following is a true and correct copy of a Unanimous Consent of the Board of Directors, dated January 1, 2010, in lieu of a special meeting of the Board of Directors of the Corporation on that date to the following action.

RESOLVED, that pursuant to the authority set forth in Section 5.1 of the Bylaws, the Corporation's Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer shall be authorized, on behalf of and in the name of the Corporation, to sign and enter into contracts (i) that are in the ordinary course of the business, and (ii) the decision to enter into which are normally within the discretion of executive officers, in the case of (i) and (ii) of a construction contractor having annual revenues comparable to those of the Corporation.

FURTHER RESOLVED, that by way of clarification and explanation but not limitation, the Corporation's Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer are hereby authorized, empowered and directed to:

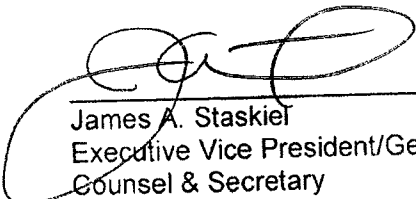
Sign, on behalf of, and in the name of the Corporation bids, proposals, qualifications, and to execute and deliver contracts, amendments and supplements thereto; subcontracts, amendments and supplements thereto, mechanics lien waivers and releases and any and all surety bonds of whatever nature.

Negotiate and conclude any contract, agreement, lease and make and execute any document or take any other action, which he may deem necessary, proper or convenient for acquiring and maintaining adequate machinery, equipment, vehicles, facilities and furniture and fixtures necessary to the performance of the Corporation's business.

FURTHER RESOLVED, that in exercising the powers set forth in the two preceding resolutions, the Corporation's Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer may hereby delegate the power and authority granted to such officer or officers under those resolutions to any other officer or employee of the Corporation that he deems appropriate and that he may designate.

RESOLVED, that the Secretary, or any Assistant Secretary of the Corporation is authorized, empowered and directed to file this Unanimous Written Consent in the minute books of the Corporation, and is further authorized and empowered to issue a certified copy of this Unanimous Written Consent and affix the corporate seal thereto.


IN WITNESS, WHEREOF, the undersigned Secretary has executed this Certified Copy of the Unanimous Consent as of January 4, 2010.



James A. Staskiel
Executive Vice President/General
Counsel & Secretary

(CORPORATE SEAL)

Witness



Danel Dilton
Treasurer and Assistant Secretary

EXHIBIT D-2

LIST OF SUBCONTRACTORS

Designation of subcontractors in compliance with section 4101 of the government code, the Undersigned submits the following list of each subcontractor, know at the time of design-build proposal submittal, who will perform work or labor or render services as part in or about the construction in an amount in excess of ½ of 1% of said total bid.

Note: Repeat this page for additional subcontractors:

| <u>WORK</u> | <u>SUBCONTRACTOR</u> | <u>ADDRESS</u> |
|--------------------------|----------------------|--|
| Landscape | Marina Landscape | 1900 S. Lewis Street, Anaheim, CA 92805 |
| Shade Structures | USA Shade | 350 Kalmus Drive, Costa Mesa, CA 92626 |
| Parking Controls | HiTech Software | 19657 Weeburn Lane, Tarzana, CA 91356 |
| Elevators | TL Shields | 1030 Arroyo Street, San Fernando, CA 91340 |
| Plumbing & Standpipes | George Kauffman | 5515-A No. Peck Road, Arcadia, CA 91006 |
| HVAC | Thermalair, Inc. | 1140 Red Gum Street, Anaheim, CA 92806 |
| Electrical | Apollo Electric | 330 N. Basse Lane, Brea, CA 92821 |

EXHIBIT D-3 PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned McCarthy Building Companies, Inc., as Principal, and Travelers Casualty and Surety Company of America as Surety are hereby held and firmly bound unto the County of Riverside, hereinafter called the "Owner", in the sum of Ten Percent of the Amount Bid, dollars (\$10% of the Amount Bid) for the payment of which sum, well and truly to be made, were hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

WHEREAS, the said Principal is herewith submitting its proposal for the design and construction of the County Parking Structure, Indio, California.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid Principal shall be awarded the contract upon said proposal and shall, within the required number of days after the notice of such award, execute a written memorial of the awarded contract and submit the required labor and material and faithful performance bond, then this obligation shall be null and void; and in the event that the Principal fails and/or refuses to execute and deliver said documents this bond will be charged with the costs of the damages experienced by the Owner as a result of such refusal, including but not limited to, publication costs, the difference in money between the amount of the bid of said Principal and the amount for which the obligee may legally contract with another party to perform the said work if such amount be in excess of the former, building lease or rental costs, transportation costs, and additional salary costs that result from the delay due to the Principal's default on the awarded contract. In no event, however, shall the surety's liability exceed the penal sum hereof.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the above-bounded parties have executed this instrument under their several seals this 24th day of January, 2014, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

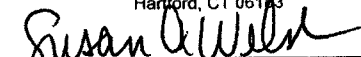
Business Address McCarthy Building Companies, Inc.
20401 SW Birch Street, Suite 300
Newport Beach, CA 92660

By: 

Attest: 

Surety

Business Address Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

By: 
Susan A. Welsh, Attorney-in-Fact

Attest: 
Meredith Covelli

(Affix Corporate Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of Illinois

County of Cook

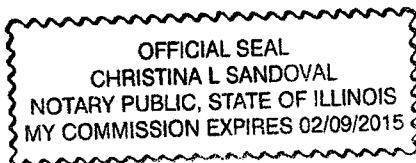
On January 24, 2014 before me, Christina L. Sandoval, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

(seal)

Signature Christina L Sandoval





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 225712

Certificate No. 005655506

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Debra J. Doyle, Diane M. O'Leary, Geoffrey E. Heekin, James B. McTaggart, Jennifer L. Jakaitis, Judith A. Lucky-Eftimov, Karen L. Daniel, Richard A. Moore Jr., Sandra M. Winsted, Sandra M. Nowak, Susan A. Welsh, Melissa L. Fortier, and Derek Elston

of the City of Chicago, State of Illinois, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 27th day of September 2013

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 27th day of September, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of January, 2014.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

EXHIBIT D-4

NON-COLLUSION AFFIDAVIT

**NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY PROPOSER AND
SUBMITTED WITH THE PROPOSAL**

Alan J. Carroll
_____, being first duly sworn,
deposes and says: Executive Vice President

That he or she is of [↙] McCarthy Building Companies, Inc. the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or that anyone shall refrain from proposing; that the proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Subscribed and sworn to before me this 29th Signature day of January, 2014.



Signature of officer administering oath

NOTE:

Execution of this affidavit must be acknowledged before a Notary Public and Notary's certificate of acknowledgement must be attached.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], *not* Notary)

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

Signature of Document Signer No. 1 _____

Signature of Document Signer No. 2 (if any) _____

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

on this 29th day of January, 2014.

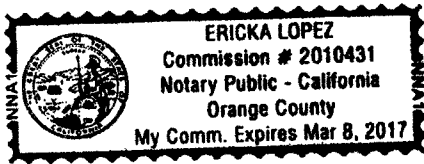
by
(1) Alan J. Carroll
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (+)

(and

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~



Place Notary Seal Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: 1/29/14 Number of Pages: 1

Signer(s) Other Than Named Above: none

RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here

EXHIBIT D-5

Iran Contracting Act

Iran Contracting Act
(Public Contract Code sections 2200-2208)


In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option #1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

| | | |
|--|---|---|
| Contractor Name/Financial Institution (Printed) McCarthy Building Companies, Inc. | | Federal ID Number (or n/a) 43 0399290 |
| By (Authorized Signature)  | | |
| Printed Name and Title of Person Signing Alan J. Carroll, Executive Vice President | | |
| Date Executed March 25, 2014 | Executed in Newport Beach, California | |

Option #2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

| | | |
|--|--------------------|-----------------------------------|
| <i>Contractor Name/Financial Institution (Printed)</i> | | <i>Federal ID Number (or n/a)</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in</i> | |

EXHIBIT E

Fax Acknowledgement

FAX ACKNOWLEDGEMENT OF RECEIPT OF RFP AND-OR ADDENDUM
COUNTY PARKING STRUCTURE PROJECT

We hereby acknowledge our receipt of:

[DBE to circle and insert as applicable]

RFP dated December 18, 2013

Addendum No. dated , 2013

For the design and construction of the County Parking Structure Project. We also acknowledge that the individual listed below is our single point of contact and that no communications regarding this solicitation or Project are allowed between any other individual, consultant or subcontractor and any County staff member or its designated representatives, other than as specifically allowed by the RFP. We understand that a breach of this condition may be grounds for disqualification of our Proposal.

Signature: B.K. Newby

Printed Name: BRENT K. NEWBY

Date: DECEMBER 21, 2013

Title: PRECONSTRUCTION DIRECTOR

Representing: MCCARTHY BUILDING COMPANIES

Address: 20401 S.W. BIRCH STREET, SUITE 240

Phone Number: 949-851-8383

Fax: 949-756-6833

Email: bnewb@mcCarthy.com

Please fax immediately upon receipt to the attention of:

Peter M. Watts, Project Manager, Vanir Construction Management at (909) 381-7534.

NOTE: This acknowledgement shall be either typewritten or the DBE must print legibly with consideration of it being a facsimile.

EXHIBIT F
Scope of Work

March 6, 2014

County of Riverside – Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

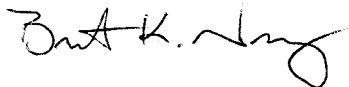
Attn: Mr. Rizaldy Baluyot
Supervising Project Manager

Re: County of Riverside – Indio Parking Structure
Contract Clarification Items

Dear Rizaldy,

McCarthy Building Companies is pleased to offer the following contract clarifications for the County of Riverside – Indio Parking Structure. The attached document will replace the Exhibit F: Scope of Work by Holt Architects dated 11/12/2013.

Sincerely,
McCarthy Building Companies, Inc.



Brent Newby
Preconstruction Director – Parking Structures

| | |
|-----------------|------------------------------------|
| cc: Peter Watts | Vanir Construction Management, Inc |
| Al Carroll | McC |
| Randy Meier | McC |
| Greg Ciuba | McC |

March 6, 2014

County of Riverside – Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501

**County of Riverside – Indio Parking Structure
Exhibit F: Scope of Work**

FUNCTIONAL DESIGN

The parking structure has been placed on the site in order to facilitate clear circulation and user convenience. The structure can be accessed from three different locations around the site as dictated in the design criteria. The Sheriff and County employee vehicle entrance/exit will be from Plaza Avenue directly accessing the base of the ramp to the upper levels. This entrance will be controlled with traffic gate lift arms and electromagnetic “key cards” and proximity sensors. The entrance from Plaza Avenue will also provide access to the required five “short-term” surface parking stalls located in front of the office on the north end of the building. A second vehicle entrance/exit for the ground level of the garage is located at the mid-point of the site along Oasis Street. This location will be controlled with a parking ticket dispenser, traffic gate lift arms, electromagnetic “key cards” and proximity sensors and a (credit or debit card) revenue payment station. This entrance provides access to the ground level of the garage for public use. A third entrance/exit point is located at the southwest corner of the site from Oasis Street. This location will be controlled with a parking ticket dispenser, traffic gate lift arms, electromagnetic “key cards” and proximity sensors and a (credit or debit card) revenue payment station. This entrance will access the surface parking lot adjacent to the south end of the garage and will also connect to the access ramp for the Sheriff and County employee at the parking structure via an access road at the east side of the site. This “Enter Only, No Exit” lane will be controlled with a parking ticket dispenser, traffic gate lift arms and electromagnetic “key cards” and proximity sensors. Vehicular entries are aligned with drive aisles on the interior of the structure as well as the surface lot to provide maximum convenience for the public user. We have also included two Pay on Foot parking ticket payment stations. One is located inside the parking structure at the ground level and one is located at the surface parking lot.

Our design includes an elevator core located at the northwest corner of the structure containing two elevator cabs. Industry standard for elevated parking decks calls for one elevator for every 500 – 750 parking spaces. Our design has 434 elevated parking spaces and two elevator cabs (one elevator for 217 spaces) to serve the building in a more than adequate manner. The elevator/stair core is prominently located at the corner of the building, clearly identifiable as the primary pedestrian ingress/egress location within the parking structure. The glass-backed elevator tower will be an easily recognizable landmark to all users entering and exiting the site. The elevator lobby is situated well outside the vehicular drive aisle on all levels to provide a safe buffer between users waiting for the elevator and circulating vehicles. In addition, the core includes an adjacent open stairway to allow users a choice in vertical circulation as well as to provide emergency egress. Located adjacent to the elevator core on the ground level is the office and conference room as required within the design criteria.

Internal vehicular circulation will be provided by an efficient single helix parking ramp. This type of ramp is a logical choice given the elevated garage capacity and will provide for efficient circulation up and down the structure. The parking ramp will allow the user to travel vertically one full level by traversing the length of the deck with the added efficiency of providing parking on the 5.7% slope. The ramp is located at the eastern side of the floor plate. Locating the ramp at the east bay of the floor plate provides the maximum amount of continuous flat floor area towards the pedestrian generator (the elevator), thus increasing passive security and pedestrian safety within the garage.

The structure will be three-levels in height. The 625 stall parking structure will be configured in four double-loaded parking bays providing comfortable 90-degree 9'x18' stalls with a 24' two-way drive aisle per County of Riverside Parking Standards. Headroom within the structure will accommodate a minimum of 8'-2" clearance at all levels to accommodate accessible parking stalls in compliance with requirements of the California Building Code and Americans with Disabilities Act. It should be noted that this minimum headroom clearance occurs every 18 feet at the beam locations only. The areas between the beams will be 30" higher, creating a more spacious feeling. All levels of the structure will be provided with a minimum 42" high solid concrete barrier along the perimeter to provide pedestrian and vehicle restraint as well as eliminate glare from headlights to the outside of the building. All parking on the roof deck will be shaded by canopies for the full depth of the parking stall. The center bay of shading is designed so that the shade cloth material can be removed and photovoltaic panels can be installed. This system will generate approximately 94.3 Kw of electrical power. If a 94.3 Kw photovoltaic system is desired by the County, it can be added to the project as an additive alternate if selected by the County during their 100% Design Development Document review (18 business days after Notice to Proceed), for a cost of \$556,000.

The floor-plate measures 245 feet by 294 feet and is comprised of structural bays measuring 61 (or 60) feet by 18 feet. This size was established after reviewing site constraints, and placement of the primary project components. The selected construction method is long span, post-tensioned, cast-in-place concrete which maximizes overall parking efficiency, provides durability, economical construction and user convenience.

Our concept has been designed to minimize on-going and long-term maintenance. Because wind driven rain is a factor in open parking structures, each level is provided with multiple drain locations and the decks slope a minimum of 1% to facilitate efficient drainage of any water that finds its way into the structure. The cast-in-place concrete structure is designed such that interior expansion joints and the associated maintenance have been eliminated. All primary structural connections occur within the cast-in-place concrete which eliminates any concern over primary exposed metal connections typically associated with other methods of parking structure construction such as precast concrete. Any secondary exposed metal components (i.e. railings, bollards, etc.) will either be galvanized or finished with a high quality primer and paint for protection from the elements.

Security for the users, their vehicles, and the facility itself is also of critical concern. A heightened sense of security will be created by designing the facility to be as open as possible, maximizing the surveillance capability from outside and within the facility. A moment frame lateral restraint system will be utilized to eliminate solid shear-walls inside and on the exterior of the building. This not only allows for more natural light to enter the building, it eliminates potential areas of hiding or concealment. Open stairs, fluorescent lighting, glass backed elevators, and 13 security cameras (located at the elevator lobbies, pedestrian stairs, parking structure drive entrances and overlooking the surface parking lot) are key features that are integrated into our design, providing a high level of security for the users of the facility. Infrastructure for future installation of roll up gates at the vehicular entrances is included in our proposal.

Ground level security screens can be added to the project as an additive alternate if selected by the County during their 100% Design Development Document review (18 business days after Notice to Proceed). The cost to add the security screens is \$60,000.

FACADE DESIGN

In addition to the requirement for an efficient and practical functional design for the parking structure, we understand the requirement for the building's exterior design to be responsive to the concerns and desires of the County as well as the surrounding Community. Our design includes exterior treatments that address aesthetic concerns while keeping in mind the realities of ongoing maintenance and budgetary constraints. The design makes use of the primary structural components (concrete columns, beams and vehicle restraint spandrels) to create a cohesive rhythm around the building. Indian Sandstone veneer accent elements accentuate the vehicular entry points and column bases at the north

and west elevations of the building exterior. Exposed concrete areas on the façade will be finished smooth and painted with strategic reveals cast into the concrete rounding out a simple and elegant façade. Ordinance, directional, and ground level designation (Sheriff and Public) signage is also included in our proposal.

STRUCTURAL DESIGN

The structural frame elements for this parking structure are both functional and economical. Important functional considerations in parking structure design are strength, durability, openness, and a layout that accommodates both parking stalls and ample drive aisles.

Durability includes resistance to daily wear and tear, resistance to automobile impacts, resistance to weathering, and seismic strength. Durability is achieved in this structure by providing a fully monolithic cast-in-place concrete structural frame that provides excellent strength, durability, and resistance to wear and tear. Post-tensioning of the concrete beams and slabs allows shallower structural members and enhances crack control to increase water resistance. Additional post-tensioning is provided at the roof level to further reduce any potential for concrete cracking.

Openness is achieved through the use of long-span structural cast-in-place concrete beams that span fully across both the drive aisle and the adjacent parking stalls on each side, providing column-free parking and driving areas. Additionally, seismic resisting moment frame concrete beams and columns are located on the building perimeter, so that no openness-obstructing shear walls are required.

When all is considered, cast-in-place, post-tensioned, long-span concrete parking structures have proven time and again to be the best structural framing system for parking structures. This structure adapts well to the specific conditions for this site, providing a quality structure that is durable, efficient, and economical to construct.

ELECTRICAL DESIGN

The New Parking Structure will have an estimated 400A service that will support general purpose power outlets, traffic control systems, security, elevators, lighting, and HVAC for the office, conference room, elevator machine room, electrical room and inverter room. Our proposal includes two (2) dual electric vehicle charging stations, one at the ground level serving the public and one at the second level serving the Sheriff and County employees. Each charging station will provide charging capacity for two (2) vehicles (four (4) vehicles total).

Lighting

Average maintained lighting levels at all interior circulation areas to be in accordance with IES guidelines/standards. Footcandles shall be achieved with use of 8 ft. fluorescent light fixtures with T8 4 ft. lamps and electronic ballasts at all covered areas. Battery-powered emergency egress lighting is provided at the stairwells and in the drive aisles of all covered parking levels. Illuminated exit signage is also included. We have also included pole mounted metal halide lights at the surface parking lot and fire lane.

MECHANICAL DESIGN

Our design provides a wet stand pipe system and fire sprinklers below the concrete decks and under the rooftop shade canopies. The system will have fire riser locations in the parking structure with fire hose connections and wet alarm assemblies for each floor level. A system main drain with a shut-off valve at the bottom of the fire sprinkler main riser and a pipe to a floor sink for system drain and testing will be utilized. The floor sink and the office toilet room waste lines will run to an existing on-site sanitary sewer lateral. Office hot water is provided by an electric hot water tank (no natural gas to the site is required).

If fire sprinklers are determined by the jurisdictional authorities as not being required, The County will be provided a deductive change order in the amount of \$22,000 (please see the calculation analysis below).

SITE DESIGN

Demolition: The existing surface parking lot, including tree roots, light pole bases and conduit, and miscellaneous irrigation pipe and sprinklers, will be demolished and removed from the site. Asphalt paving and site concrete will be demolished and reused either in the recompacted fill or as engineered fill under the parking ramp.

Grading: Given the site's relatively flat topography, the surface lot design will promote drainage from the perimeter towards the infiltration trenches located between the parking aisles. Perimeter elevations adjacent to existing driveways and walkways will closely match existing elevations to maintain accessibility, and onsite improvements will be consistent with current ADA standards. The existing sidewalk along Oasis Street and Plaza Avenue will remain along with the existing landscape planting and trees between the sidewalk and curb.

Storm water runoff/ Storm drain system: Building roof runoff will discharge into infiltrations trenches along the south and east sides of building. Trenches are sized to accommodate the County's Water Quality Management Plan (WQMP) requirements.

The northwest corner of the building roof will discharge into an above-grade detention pond sized to accommodate the County's WQMP requirements.

The surface lot runoff will be directed to infiltration trenches located between the parking aisles. The infiltration trenches take into consideration the infiltration/absorption rates of the soil along with swale capacity to satisfy the treatment requirements of the WQMP.

All infiltration trenches and detention pond include high-capacity overflow systems to account for larger storm events. The overflow travels through the proposed storm drain lines and ultimately discharges to the public system along Oasis Street.

Domestic water and fire water: The domestic water and fire water will be fed from an existing 8" waterline along Oasis Street. The water meter and backflow will be located along the northwest corner of the building.

Sanitary Sewer: A proposed sanitary sewer line which services the restrooms along the north end of the parking structure will connect to the existing 8" sewer off of Oasis Street.

Landscaping: The landscape enhances and reinforces the architectural theme of the structure by announcing the entries with the use of Date Palms as vertical accents. The proposed plant palette fits into the surrounding landscape and consists of plant materials that are suitable for use in the Coachella Valley. The design provides for shading of the surface lot with 24 inch and 36 inch box trees, and accent planting at both vehicular and pedestrian ingress and egress to facilitate way finding. Color and texture are combined with functionality to provide a low water use and low maintenance landscape. A point-to-point irrigation system with deep well watering for trees ensures healthy growth. Decorative decomposed granite will be used as a unifying groundcover treatment throughout. Existing trees will be retained where possible on all four sides of the site.

SUSTAINABILITY

McCarthy Building Companies is working with the Green Parking Council during the beta testing phase of their certification process. Our proposal will track the sustainable features in our design and construction and we (in conjunction with the County of Riverside) will submit this project to the Green Parking Council for their review and certification.

CALCULATION OF ITEMS ADDED TO AND REMOVED FROM THE PROJECT IN POST BID NEGOTIATIONS

| | | |
|--|-----------------|-------------------|
| ADD a Wet Pipe Fire Sprinkler System | | \$ 210,000 |
| ADD Fire Sprinklers under the Rooftop Shade Panels | | \$ 42,550 |
| ADD Two (2) Dual Electric Vehicle Charging Stations | | \$ 23,000 |
| ADD Gate Arms and Entry / Exit Kiosks at Surface Lot | | <u>\$ 88,000</u> |
| | SUBTOTAL | \$ 363,550 |
| DEDUCT Fences and Gates at the Surface Parking Lot | | -\$ 73,000 |
| DEDUCT Ground Level Security Screens | | <u>-\$ 60,000</u> |
| | SUBTOTAL | -\$133,000 |
| <u>DIFFERENTIAL</u> | <u>SUBTOTAL</u> | <u>\$ 230,550</u> |
| TOTAL COST OF FIRE SPRINKLERS | SUBTOTAL | \$ 252,550 |
| <u>DIFFERENTIAL</u> | <u>SUBTOTAL</u> | <u>\$ 230,550</u> |
| AMOUNT TO BE REFUNDED IF FIRE SPRINKLERS ARE NOT REQUIRED | TOTAL | <u>\$ 22,000</u> |

EXHIBITS G-M

(by reference, RFP on file)

**Riverside County Board of Supervisors
Request to Speak**

Submit request to Clerk of Board (right of podium),
Speakers are entitled to three (3) minutes, subject
to Board Rules listed on the reverse side of this form.

SPEAKER'S NAME: GARRY GRANT

Address: _____
(only if follow-up mail response requested)

City: _____ **Zip:** _____

Phone #: _____

Date: 8TH APRIL 2014 **Agenda #** 3-7

PLEASE STATE YOUR POSITION BELOW:

Position on "Regular" (non-appealed) Agenda Item:

_____ **Support** * **Oppose** _____ **Neutral**

Note: If you are here for an agenda item that is filed
for "Appeal", please state separately your position on
the appeal below:

_____ **Support** _____ **Oppose** _____ **Neutral**

I give my 3 minutes to: _____

BOARD RULES

Requests to Address Board on "Agenda" Items:

You may request to be heard on a published agenda item. Requests to be heard must be submitted to the Clerk of the Board before the scheduled meeting time.

Requests to Address Board on items that are "NOT" on the Agenda:

Notwithstanding any other provisions of these rules, member of the public shall have the right to address the Board during the mid-morning "Oral Communications" segment of the published agenda. Said purpose for address must pertain to issues which are under the direct jurisdiction of the Board of Supervisors. YOUR TIME WILL BE LIMITED TO THREE (3) MINUTES.

Power Point Presentations/Printed Material:

Speakers who intend to conduct a formalized Power Point presentation or provide printed material must notify the Clerk of the Board's Office by 12 noon on the Monday preceding the Tuesday Board meeting, insuring that the Clerk's Office has sufficient copies of all printed materials and at least one (1) copy of the Power Point CD. Copies of printed material given to the Clerk (by Monday noon deadline) will be provided to each Supervisor. If you have the need to use the overhead "Elmo" projector at the Board meeting, please insure your material is clear and with proper contrast, notifying the Clerk well ahead of the meeting, of your intent to use the Elmo.

Individual Speaker Limits:

Individual speakers are limited to a maximum of three (3) minutes. Please step up to the podium when the Chairman calls your name and begin speaking immediately. Pull the microphone to your mouth so that the Board, audience, and audio recording system hear you clearly. Once you start speaking, the "green" podium light will light. The "yellow" light will come on when you have one (1) minute remaining. When you have 30 seconds remaining, the "yellow" light will begin flash, indicating you must quickly wrap up your comments. Your time is up when the "red" light flashes. The Chairman adheres to a strict three (3) minutes per speaker. **Note: If you intend to give your time to a "Group/Organized Presentation", please state so clearly at the very bottom of the reverse side of this form.**

Group/Organized Presentations:

Group/organized presentations with more than one (1) speaker will be limited to nine (9) minutes at the Chairman's discretion. The organizer of the presentation will automatically receive the first three (3) minutes, with the remaining six (6) minutes relinquished by other speakers, as requested by them on a completed "Request to Speak" form, and clearly indicated at the front bottom of the form.

Addressing the Board & Acknowledgement by Chairman:

The Chairman will determine what order the speakers will address the Board, and will call on all speakers in pairs. The first speaker should immediately step to the podium and begin addressing the Board. The second speaker should take up a position in one of the chamber aisles in order to quickly step up to the podium after the preceding speaker. This is to afford an efficient and timely Board meeting, giving all attendees the opportunity to make their case. Speakers are prohibited from making personal attacks, and/or using coarse, crude, profane or vulgar language while speaking to the Board members, staff, the general public and/or meeting participants. Such behavior, at the discretion of the Board Chairman may result in removal from the Board Chambers by Sheriff Deputies.